



05-13-2004



102744053

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To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

James C. WITHERS
Raouf O. LOUTFY

2. Name and address of receiving party(ies):

Name: Materials & Electrochemical Research Corp.

Internal Address: _____

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Street Address: 7960 South Kolb RoadCity: TucsonState: AZZIP: 85706Execution Date: 4/23/04; 4/23/04Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

10/828,641

05/11/2004 SSESHE1 00000120 10828641

02 FC:8021

40.00 00

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Norman P. SolowayInternal Address: HAYES SOLOWAY P.C.Street Address: 130 W. Cushing StreetCity: TucsonState: AZZIP: 85701

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

08-1391

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Norman P. Soloway

Name of Person Signing

Signature

May 6, 2004

Date

Total number of pages including cover sheet, attachments, and document:

4

ASSIGNMENT

We, James C. Withers of c/o Materials & Electrochemical Research Corp., 7960 South Kolb Road, Tucson, Arizona 85706 a United States citizen, and Raouf O. Loutfy of c/o Materials & Electrochemical Research Corp., 7960 South Kolb Road, Tucson, Arizona 85706, a United States citizen, having invented certain inventions and improvements in **THERMAL AND ELECTROCHEMICAL PROCESS FOR METAL PRODUCTION**, and having executed an application for Letters Patent of the United States of America describing the same and based thereon respectively on the 23rd day of April, 2004; and the 23rd day of April, 2004, for good and valuable consideration, the receipt of which is hereby acknowledged from **Materials & Electrochemical Research Corp., a Arizona** corporation having its principal place of business at **7960 South Kolb Road, Tucson, Arizona 85706, U.S.A.**, (hereinafter called the Assignee), do hereby sell, assign and transfer unto the Assignee, its successors, and assigns our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application and the inventions and any of them therein set forth and described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or any of them or any part thereof or on said application or any divisional, continuing, reissue, or other patent application based thereon;

And for the same consideration we do also hereby sell, assign, and transfer unto the Assignee, its successors, and assigns all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and any of them and all parts thereof and said application, and we do hereby authorize the Assignee, its successors, and assigns to apply in our name or its or their own name or names for patents and like rights of exclusion on or for said inventions or any of them or any part thereof in all countries claiming if it or they so desire the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration, we do hereby agree for ourselves and for our heirs, executors, and administrators, promptly upon request of the Assignee, its successors, or assigns, to execute and deliver without further compensation any power of attorney, assignment, original,

divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee, its successors, or assigns fully to secure to it or them said right, title, and interest as aforesaid in and to said inventions and any of them and all parts thereof and in and to and under said several patents and like rights of exclusion (including extensions thereof) or any of them, all, however, at the expense of the Assignee, its successors, or assigns;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee, its successors, or assigns, any and all patents and like rights of exclusion which may be granted in any country upon said United States application or other applications or any of them or on or for said inventions or any of them or any part thereof; and we do hereby covenant for ourselves and our legal representatives and agree with the Assignee, its successors, and assigns that we have granted no right or license to make, use, or sell said inventions or any of them or any part thereof to anyone except the Assignee, that prior to the execution of this deed our right, title, and interest in and to said inventions or any of them or any part thereof has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seal on the day and year hereinafter noted.

04/23/04
Date

James C. Withers
James C. Withers

04/23/04
Date

Raouf O. Loutfy
Raouf O. Loutfy

UNITED STATES OF AMERICA)
STATE OF Arizona) ss:
COUNTY OF Pima)

On this 23rd day of April, 2004, James C. Withers
personally appeared before me, a Notary Public in and for the above-mentioned county,
to me known, and known to me to be the individual described in and who executed the foregoing
document, and he duly acknowledged to me that he executed same for the uses and purposes
therein expressed.

(SEAL)



Joanne Carrillo
Notary Public
Pima County, Arizona
My Comm. Expires 02-15-08

Joanne Carrillo
Notary Public

UNITED STATES OF AMERICA)
STATE OF Arizona) ss:
COUNTY OF Pima)

On this 23rd day of April, 2004, Raouf O. Loutfy
personally appeared before me, a Notary Public in and for the above-mentioned county,
to me known, and known to me to be the individual described in and who executed the foregoing
document, and he duly acknowledged to me that he executed same for the uses and purposes
therein expressed.

(SEAL)



Joanne Carrillo
Notary Public
Pima County, Arizona
My Comm. Expires 02-15-08

Joanne Carrillo
Notary Public